

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN RE:

SUREFIL, LLC, et. al,

Case No.: 09-06914
(Chapter 11)
Jointly Administered

Debtors.

Hon. Jeffrey R. Hughes

**PROTECTIVE OBJECTION OF OLEANDER INTANGIBLES LLC AND OLEANDER
BRANDS INTERNATIONAL LLC TO DEBTORS' NOTICE OF INTENT TO ASSUME
AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES
AND CURE COSTS RELATED THERETO**

Oleander Brands, LLC and Oleander Brands International, LLC (collectively, "Oleander"), through their counsel, Miller Johnson, for their Protective Objection to Debtors' Notice of Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases and Cure Costs Related Thereto (the "Assumption Notice"), respectfully state as follows:

1. On September 28, 2010, the Debtor filed its Assumption Notice.
2. Included in the Assumption Notice was the Agreement dated October 29, 2008 by and between, among others, the Debtor, Grand Brands, LLC and Oleander (the "Agreement").
3. Prior to the sale of substantially all of the Debtor's assets to Abaco Partners, LLC ("Abaco"), the Debtor commenced a State Court lawsuit against Oleander and its principal (the "Lawsuit"). The Lawsuit relates to an alleged breach of the Agreement by Oleander and was part of the assets purchased by Abaco from the Debtor. To date, the Lawsuit has not been served on Oleander or its principal.

4. The Assumption Notice lists no cure amount with respect to the Agreement.

5. Oleander does not generally object to the assumption and assignment of the Agreement or the lack of any formal cure payment with respect to the assumption of the Agreement by the Debtor and assignment to Abaco. However, Oleander files this protective objection to clarify that the assumption and assignment of the Agreement by the Debtor to Abaco is without prejudice to, or a waiver of, any defenses, including, but not limited to, rights of setoff or recoupment, of Oleander under the Agreement to the extent Abaco determines to proceed with the prosecution of the Lawsuit.

WHEREFORE, Oleander respectfully requests that the assumption and assignment of the Agreement by the Debtor to Abaco be subject to all defenses or rights of setoff or recoupment under the Agreement.

MILLER JOHNSON
Attorneys for Oleander Intangibles LLC and Oleander
Brands International LLC

Dated: October 5, 2010

By /s/ Robert D. Wolford
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